

0100141009

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March 14, 1994

RECORDATION NO. **18732** FILED 1425

MAR 14 1994 - 10 45 AM

VIA HAND DELIVERY

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland Jr.
Secretary
Interstate Commerce Commission
Twelfth St. and Constitution Ave., N.W.
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and one fully executed and acknowledged counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Non-Recourse Assignment of Lease Schedule, a primary document (because the original lease had not been recorded), dated December 22, 1993. *(None is attached)*

The names and addresses of the parties to the document are as follows:

Assignor: Champion International Corporation
One Champion Plaza
Stamford, Connecticut 06921

Assignee: MetLife Capital Limited Partnership
10900 N.E. 4th Street
Suite 500
Bellevue, Washington 98009

A description of the equipment covered by the document is set forth in Schedule 1 attached to this letter and made a part hereof.

A fee of \$18.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Halpin J. Burke, Thompson & Mitchell, 700 14th Street,
N.W., Suite 900, Washington, D.C. 20005.

RECEIVED
OFFICE OF THE
SECRETARY

MAR 14 10 46 AM '94

LICENSING BRANCH

Halpin J. Burke

Constance

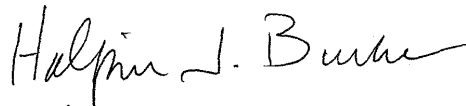
March 14, 1994
Page 2

A short summary of the document to appear in the index follows:

Non-Recourse Assignment of Lease Schedule dated
December 22, 1993 between the Assignee and the Assignor
covering eighteen (18) railroad cars, road numbers GNRR
801 through GNRR 818, inclusive.

Very truly yours,

THOMPSON & MITCHELL

By 
Halpin J. Burke

HJB/

Enc.

March 14, 1994
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SCHEDULE 1

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Interstate Commerce Commission
Washington, D.C. 20423

3/14/94

OFFICE OF THE SECRETARY

Halpin J Burke
Thompson, & Mitchell
700 14th St N.W. Suite 900
Washington, D.C 20005

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 3/14/94 at 10:50am , and assigned
recordation number(s) 18732

Sincerely yours,

Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

RECORDATION NO. 18732
MAR 14 1994 - 10 45 AM
FILED 1425
INTERSTATE COMMERCE COMMISSION

NON-RECOURSE ASSIGNMENT OF LEASE SCHEDULE

Reference is made to that certain Master Lease Agreement by and between Lease Plan U.S.A., Inc., as lessor, and Champion International Corporation, as lessee, dated February 25, 1993, a copy of which is attached hereto as Exhibit 1, and more specifically, to that certain Lease Schedule to such Master Lease Agreement numbered 93-2, dated February 25, 1993, having aggregated unpaid rentals of \$821,145.60 and attached hereto as Exhibit 2 (such Lease Schedule, together with the terms of the Master Lease as incorporated therein, are collectively referred to herein as the "Lease").

FOR VALUE RECEIVED, on this 22nd day of December, 1993 (the "Effective Date"), the undersigned Assignor (the "Assignor") hereby sells and assigns, as an outright assignment and not as an assignment for security, to MetLife Capital Limited Partnership (the "Assignee"), its successors and assigns, the Lease, all Assignor's right, title and interest in, to and under the same, the property leased pursuant thereto (the "Equipment") as evidenced by the execution and delivery of a bill of sale in the form attached hereto as Exhibit 3, all amounts due or to become due under the Lease or in connection with the exercise by the Lessee of an option, if any, to purchase the Equipment, and all guarantees, instruments and documents, if any, pertaining thereto (the Lease, together with all guarantees, instruments and documents pertaining thereto, if any, are collectively referred to herein as the "Lease Documents"), together with the right either in the Assignor's or the Assignee's name to take such actions or institute such proceedings as the Assignor would have been entitled to take or initiate but for this Assignment; provided that the Assignee shall notify and obtain the consent of the Assignor prior to instituting any proceeding or action in the Assignor's name. In consideration of such assignment, pursuant to which this Assignment is made, Assignee hereby assumes the obligations of lessor under the Lease and agrees to observe and perform all of the terms, covenants, conditions and provisions of the Lease therein provided to be observed and performed by lessor thereunder from and after the Effective Date; provided however that Assignee's obligation hereunder or under the Lease shall not extend to any liability of lessor under the Lease to Lessee resulting from any prior lessor's acts, errors or omissions prior to the Effective Date of this Assignment, and Assignor shall indemnify and hold Assignee harmless from and against any claim, liability, charge, cost, expense or fee, including reasonable attorneys' fees, incurred or suffered by Assignee as the result of, in connection with or arising out of any claim by Lessee based on such prior lessor's acts, errors or omissions prior to the Effective Date of this Assignment. Except as otherwise expressly provided herein, this Assignment shall be without recourse against Assignor with respect to any default by the Lessee under the Lease.

In order to induce the Assignee to accept this Assignment, the Assignor hereby represents, warrants and covenants:

- (i) that the Lease Documents are the only guarantees, instruments, documents or other writings relating to the Lease as now in effect and the amounts due or to become due thereunder, and the Lease Documents constitute the exclusive statement of the agreement between the Assignor and the Lessee and among the Assignor and any other party or parties with respect to the subject matter of the Lease and the Equipment;
- (ii) that original counterparts of the Lease Documents (other than the Master Lease Agreement), and a true, correct and complete copy of the Master Lease Agreement, each as now in effect, have been or contemporaneously herewith are being delivered by the Assignor to the Assignee;

- (iii) that each of the Lease Documents is genuine, is the legal, valid and binding obligation of the Lessee or other parties thereto, and is enforceable in accordance with its terms, subject to bankruptcy, insolvency or other similar laws affecting the enforcement of creditor's rights generally and subject to general principles of equity (the subsequent existence of any such bankruptcy or insolvency proceeding or application of other similar law shall not affect the non-recourse terms of this Assignment);
- (iv) that any advance rentals are accurately described in the Lease Documents, and that the aggregate unpaid rentals now owed the Assignor under the Lease without offset, deduction, counterclaim or defense of any kind is the amount first set forth above;
- (v) that the Lease, the Equipment, all amounts due or to become due under the Lease Documents or in connection with the exercise by the Lessee of an option, if any, to purchase the Equipment, and all other rights created by the Lease Documents are free and clear of all liens, encumbrances, security interests and other rights and claims adverse to the Assignor's interest therein with the exception of Lessee's interest therein and interests required to be discharged by Lessee under the Lease;
- (vi) that Assignor has prepared and filed, or prepared and presented to Assignee for filing: (a) UCC lease notification statements showing Assignor as original lessor and Lessee as lessee in or for the following locations:

N/A

and (b) UCC financing statements covering the assignment of the Assignor's interest in the Equipment and the Lease proceeds made hereby, showing Assignor as debtor and Assignee as secured party, in or for the following locations:

Cobb County, Georgia

it being agreed (x) that the foregoing UCC statements have been reviewed by Assignee and are satisfactory to it, (y) if the Equipment covered by the Lease is titled motor vehicle equipment, the certificates of title shall indicate as owner, where legally permissible, Assignor as agent for Assignee, or such other designation as approved in writing by Assignee from time to time, without disclosure of any secured party, and (z) to the extent that Assignee reasonably requires additional filings or amendments/endorsements or existing filings, Assignor will cooperate in furnishing same.

- (vii) that the Lease Documents and all transactions in connection therewith do not violate any applicable laws and regulations;
- (viii) that Assignor is not in default under the Lease Documents, has no knowledge of any Lessee or any other respective obligor default under the Lease Documents, and has no knowledge of any facts impairing the value or validity of the Lease Documents, any rights created thereby, the Equipment or this Assignment;
- (ix) that Assignor has good title to the Equipment, ownership of the Lease Documents, and that Assignor has all necessary power, right and authority to enter into this Assignment and to effect the transfers contemplated hereby;
- (x) Assignor represents and warrants that of a total of four counterpart Lease Schedules executed in the original by the parties thereto, only one is stamped "ORIGINAL" on its face and signature pages, and all others are so stamped "DUPLICATE." Assignor has given or contemporaneously herewith shall give possession of said "ORIGINAL" Lease Schedule to Assignee; and
- (xi) Assignor shall keep the Equipment and Lease Documents free and clear of any security interest, lien or encumbrance of any kind made or suffered by, through, or under Assignor and Assignor shall not sell, assign (by operation of law or otherwise) exchange or otherwise dispose of any of the Equipment or the Lease Documents.

Assignor shall indemnify and hold Assignee harmless from and against any and all loss, cost, damage, injury or expense (including court costs and reasonable attorney's fees) wheresoever and howsoever arising which Assignee may incur by reason of any breach by Assignor of any warranty, representation or covenant set forth herein.

If (a) Assignor breaches any of its representations and warranties made in subparagraphs (i) through (v) or (viii) through (xi) above, or such representations and warranties prove to be inaccurate or untrue when made, or (b) Assignor's representations and warranties made in subparagraph (vii) above prove to be inaccurate or untrue when made and the Lease is terminated, the rents thereunder reduced, or Assignee's rights as lessor under the Lease are otherwise materially impaired as the result of such inaccuracy or untruth, then, at the Assignee's request, the Assignor shall repurchase the Lease, the Equipment, and all other rights and property previously assigned to Assignee hereunder, and shall assume all obligations with respect thereto. The repurchase price (the "Repurchase Price") shall be the Stipulated Loss Value for the Equipment as of the repurchase date as set forth on Exhibit 4 attached hereto, plus any expenses of collection, repossession, transportation and storage incurred by Assignee (including reasonable attorney's fees). Assignee shall provide written notice of the Repurchase Price and its method of calculation at the time Assignee requests Assignor to repurchase the Lease and Equipment. Payment of the Repurchase Price shall be made at Assignee's office not later than 15 days following Assignee's repurchase request. In the event Assignor fails to repurchase as herein provided, Assignee may liquidate the Lease Documents and (subject to the rights of the Lessee under the Lease) Equipment, and Assignor shall be and remain liable for any costs or expenses incurred thereby and for any deficiency resulting therefrom. The Lease Documents and Equipment repurchased pursuant to this paragraph shall be reassigned to Assignor WITHOUT RECOURSE TO AND WITHOUT WARRANTIES (EXPRESS OR IMPLIED) by Assignee. At the time of repurchase, Assignee shall deliver to Assignor (i) the Lease Documents, (ii) bills of sale for and titles to the Equipment being repurchased, and (iii) all other business and maintenance records held by Assignee relating to the Equipment being repurchased.

If (a) Assignor breaches any of its representations and warranties made in subparagraphs (vi) above, or such representations and warranties prove to be inaccurate or untrue when made, Assignor shall have ninety (90) days (the "Assignor Cure Period") to cure such default or misrepresentation. Should Assignor fail to cure within the Assignor Cure Period, Assignee may attempt to cure such default or misrepresentation, at Assignor's expense, and Assignor hereby appoints Assignee, and executes and delivers to Assignee a power of attorney in form attached hereto as Exhibit 5 to evidence such appointment, its attorney-in-fact to execute all documents and take all actions to effect such cure. Shall Assignee be unable to cure the default or misrepresentation within one-hundred eighty (180) days from the end of the Assignor Cure Period by appropriate actions properly initiated and diligently pursued, Assignor shall repurchase the Lease, the Equipment and all other rights and property previously assigned to Assignee hereunder in accordance with the preceding paragraph, provided the Repurchase Price shall be MetLife's stipulated loss value calculated using MetLife's booked residual assumption with respect to the Equipment, plus costs, expenses and fees, including reasonable attorneys' fees, if any, incurred by Assignee while attempting to cure Assignee's default or misrepresentation.

The parties agree that "Lease" as used herein refers to the Lease Schedule named above, which incorporates the Master Lease Agreement by reference. Other schedules also incorporate such Master Lease Agreement, and such schedules and the Master Lease Agreement (other than as so incorporated) are not assigned hereby.

Following the assignment and assumption hereunder, Assignor shall continue to administer and perform certain functions with respect to the Lease Documents and the Equipment assigned hereunder on behalf of and as the agent for Assignee pursuant to that certain Agency Agreement, dated as of August 1, 1993, by and between Assignor and Assignee. Assignor and Assignee have also entered into that certain Re-Marketing Agreement, dated as of August 1, 1993, wherein Assignor has agreed to assist Assignee in remarketing Equipment assigned by Assignor to Assignee upon the terms and conditions set forth therein. The residual sharing calculations under the Re-Marketing Agreement with respect to the specific Lease and Equipment assigned hereunder are attached hereto as Exhibit 6.

Any modification or amendment of this Assignment or any waiver of any provision hereof shall not be valid unless in writing and signed by the parties hereto or their authorized representatives. Waiver of any provision of this Assignment or failure to require strict performance of the provisions of this Assignment shall not be a waiver of future compliance therewith and such provision shall remain in full force and effect.

This Assignment and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Washington.

IN WITNESS WHEREOF, the parties execute this Assignment as of the date first written above.

ASSIGNOR: Lease Plan U.S.A., Inc.

By: John M. [Signature]
Title: Sr VP

(Corporate Seal, if any)
[Signature]
Attest

The foregoing Assignment is hereby agreed to and accepted.

Bertie Ward
Notary Public, Cobb County, Georgia.
My Commission Expires June 13, 1995

ASSIGNEE: MetLife Capital Limited Partnership

By METLIFE CAPITAL CORPORATION, a Delaware corporation

By



Title: Vince Iaci, Vice President

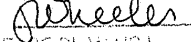
Attachments

- Exhibit 1 - Master Lease Agreement
- Exhibit 2 - Lease Schedule
- Exhibit 3 - Form Bill of Sale
- Exhibit 4 - Stipulated Loss Values
- Exhibit 5 - Form Power of Attorney
- Exhibit 6 - Residual Sharing Calculations

Renee F. Harrison

NOTARY PUBLIC in and for the State of
Washington, residing at Kirkland

My commission expires 12.1.97.

SIGNED 
LEASE PLAN USA

Master Lease Agreement (the "Agreement") Control Number # 2912 commencing on the 25th day of February 1993 between Lease Plan U.S.A., Inc. ("Lessor") having its principal place of business at 180 Interstate North, Suite 400, Atlanta, GA 30339, and Champion International Corporation ("Lessee") having its principal place of business at One Champion Plaza, Stamford, CT 06921.

In consideration of the rents to be paid and the covenants to be performed by Lessee, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment described in each Schedule executed by Lessee and Lessor incorporating this Agreement. The Equipment is leased for the term as set forth in each Schedule (the "Term"), subject to the provisions hereof. The first day of the Term is referred to as the Commencement Date and the last day is referred to as the Expiration Date. This Agreement shall commence on the date set forth above and shall not expire until fulfillment by Lessee of all obligations set forth herein and in any Schedule.

1. MASTER LEASE. This Agreement is intended to be incorporated by reference into one or more Schedules from time to time. As to Equipment leased pursuant to any such individual Schedule, the terms of such Schedule shall prevail over the terms hereof in case of conflict. Each Schedule shall constitute a separate and distinct individual lease contract and the manually executed copy of such Schedule marked "Original" shall be the instrument in which a security interest may be acquired by any assignee of Lessor. The rights, remedies, powers and privileges of Lessor or its assignee, and Lessee, respectively, under each such Schedule shall be interpreted separately and apart from any other Schedule. Notwithstanding any other provision hereof or of any other document involving a transfer, assignment, financing, granting of a security interest, or otherwise, any reference to this Agreement shall mean, shall be deemed to mean, and shall be limited to, this Agreement as the same is incorporated under any particularly identified specific Schedule.

2. RENT. Lessee shall pay periodic rent ("Basic Rent") stated in each Schedule on the payment dates ("Payment Dates") stated in each Schedule, and all other amounts due hereunder, to Lessor at its address set forth above, or at such other address as Lessor may designate from time to time. This is an absolutely net lease, and any present or future law to the contrary notwithstanding, Lessee's obligation to pay Lessor or its assignee all amounts due hereunder is absolutely unconditional and this Agreement shall not terminate by operation of law or otherwise, nor shall Lessee be entitled to any abatement, reduction, setoff, counterclaim, defense or deduction with respect to any Basic Rent or any other sum payable hereunder, nor shall any obligations of Lessee hereunder be affected for any reason whatsoever, no matter how, when, or against whom asserted, arising or claimed; provided, Lessee may institute (i) an independent action or claim against Lease Plan USA, Inc. (but not against any collateral assignee of Lease Plan USA, Inc.) for any alleged breach hereof, (ii) an independent action or claim against any assignee of Lease Plan USA, Inc. (but not against a collateral assignee for such assignee) for any alleged breach hereof; but Lessee agrees not to assert claims arising against Lease Plan USA, Inc. against any subsequent Lessor or any assignee. Upon the sale or absolute assignment of any Schedule hereunder, unless expressly reserved all rights of Lessor shall pass to the assignee and no such right shall remain vested in Lessor by reason of being characterized as both "personal" or otherwise. No collateral assignee shall be liable to perform any covenant of Lessor. The provisions of this Section are made expressly for the benefit of Lessor and any assignee of Lessor.

3. DISCLAIMER. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF THE TYPE, DESIGN, SIZE, CAPACITY AND MANUFACTURE SELECTED BY LESSEE; THAT LESSOR IS NOT A MANUFACTURER OR REPRESENTATIVE THEREOF IN, OR DEALER IN, THE EQUIPMENT; THAT LESSOR HAS NO DUTY TO ENFORCE ANY MANUFACTURER'S WARRANTIES ON BEHALF OF LESSEE EXCEPT AS SPECIFICALLY PROVIDED HEREIN; THAT LESSOR WILL NOT AND HAS NO OBLIGATION TO, INSPECT THE EQUIPMENT PRIOR TO DELIVERY TO LESSEE AND THAT LESSOR HAS NOT MADE AND WILL NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, ON WHICH LESSEE MAY RELY, WITH RESPECT TO: THE MERCHANTABILITY, FITNESS, SAFETY, CONDITION, QUALITY, DURABILITY OR SUITABILITY FOR LESSEE'S PURPOSES OF THE EQUIPMENT IN ANY RESPECT, THE EQUIPMENT'S COMPLIANCE WITH ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO, PATENT INFRINGEMENT, LA-

TENT DEFECTS, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR BY ANY INADEQUACY THEREOF OR DEFICIENCY OR DEFECT THEREIN, WHETHER DIRECT, INDIRECT, EXEMPLARY OR PUNITIVE, WHETHER OR NOT LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. LOCATION; USE AND OPERATION. Lessee may operate and domicile the Equipment throughout the United States. Unless sublet in accordance with the provisions of Section 5 hereof, Lessee shall use the Equipment only in its possession and control and in the conduct of its business. Lessee shall comply with and cause the Equipment to comply with all legal requirements applicable thereto or to the use thereof and with all contracts (including insurance policies) and agreements to which Lessee is a party applicable thereto or to the ownership or use thereof. The operation, maintenance, repair, relocation, Alterations and surrender of the Equipment and all amounts payable with respect to the Equipment shall be at the sole risk and expense of Lessee and in accordance with the specifications of the manufacturer(s) of the Equipment (the "Manufacturer").

5. SUBLEASE. If no Event of Default has occurred and is continuing, Lessee may after notice to and compliance with the then-current documentation requirements of Lessor sublease the Equipment in whole or in part, to any wholly-owned subsidiary provided (i) the term of such sublease may extend to, but does not include, the Expiration Date; (ii) the sublease conforms in all respects to any legal, administrative, or other requirements set forth by any governmental authority having jurisdiction over the Equipment or such subleasing; and (iii) the sublessee acknowledges that the sublease is subject and subordinate to this Agreement and that such sublessee will return the Equipment to the Lessor hereunder upon notice that an Event of Default has occurred and is continuing under this Agreement. Notwithstanding any such sublease, Lessee shall remain primarily liable and responsible for all terms and conditions hereof. Any sublease not permitted hereunder shall be void.

6. MAINTENANCE; REPAIR; WARRANTIES. Lessee will cause the Equipment to be maintained in good and efficient operating repair and condition, ordinary wear and tear excepted. Lessee shall maintain the Equipment as prescribed and recommended by the Manufacturer and, with respect to vehicles, the Maintenance Council of the American Trucking Association. Upon surrender of the Equipment, the Equipment shall be in the condition required by Section 6 and shall further meet the following conditions: (i) All parts and accessories originally furnished with each item, or the substantial equivalent thereof, shall be installed and intact; (ii) The cost of physical damage and abuse, both internal and external, shall not exceed \$250.00, and there shall be no broken glass; (iii) Brake drums shall not be cracked and shall not exceed Manufacturer's recommended wear limits, and brake linings shall be within DOT wear limits; (iv) Tires shall be of matched generic type and tread design as originally supplied and have a minimum of 10/32nds remaining tread, and front tires will be original casings (recapped casings are acceptable for the rear tires); (v) All decals, numbers and other customer identification shall be removed from vehicle(s) by Lessee in a good and workmanlike manner without damage to the Equipment at Lessee's expense; and (vi) As to trucks and tractors only: the engine shall pull its rated load without excessive exhaust or

Lease Plan C

oil leakage; there shall be no water in the oil supply nor oil in the cooling system and the engine shall be in efficient operating condition as determined by a general health test or similar evaluation procedure performed by the engine Manufacturer. Upon surrender Lessee shall return to Lessor with each item, registration certificates, certificates of title, maintenance and repair records, and similar documents in the Lessee's possession or under its control. Any replacement parts (including any replacements made in connection with Alterations) shall be of equivalent or better quality than the original parts replaced and shall be consistent with the specifications of the Manufacturer. Lessee shall indemnify Lessor for any loss of warranty coverage by the Manufacturer due to Lessee's use or installation of replacement parts. So long as no Event of Default has occurred and is continuing, Lessor hereby assigns to Lessee for the Term of the Schedule (to the extent permitted) all Manufacturer's warranties relating to the Equipment. To the extent that such warranties are not assignable, Lessor agrees to use reasonable efforts to enforce such warranties at Lessee's request and expense.

7. TITLING AND REGISTRATION. On behalf of Lessor and at Lessee's expense, Lessee will promptly apply for a certificate of title for each item of Equipment, reflecting the Lessor or its nominee as owner, and a certificate of registration issued in the name of Lessee or, if required by the titling authority, in the name of Lessor in care of Lessee. Certificates of title shall be delivered to Lessor or to whomever Lessor shall designate. Lessee shall, at Lessee's expense, take such action as shall be necessary from time to time to avoid suspension or revocation of any certificates of title and to renew and maintain all certificates of registration. If Lessee is required to obtain any new certificate of title or of registration, Lessee shall, at Lessee's expense and after prior written notice to Lessor, obtain such new certificate of title or of registration in the manner provided herein. Upon request, Lessee will cause the titling authority to list Lessor's assignee ("Assignee") as first lienholder on the certificates and to furnish the certificates to Assignee. Lessee shall notify Lessor of the state in which each item is delivered, garaged, titled and registered, the license plate number of each item, and any changes to any of the foregoing.

8. ALTERATIONS. Lessee shall not modify, reconfigure, alter, add-on, disable, or change the function of any item or part of the equipment; provided, Lessee may make Alterations to the Equipment. Any part, attachment, appurtenance or accessory which is essential to the operation of the Equipment, or which cannot be detached from the Equipment without materially interfering with the operation or value of the Equipment shall be part of the Equipment, with title thereto in Lessor.

9. RISK OF LOSS; INSURANCE. Lessee shall bear the risk of damage, loss, theft or destruction, partial or complete, foreseen and unforeseen of the Equipment. If the Equipment shall be lost, stolen, destroyed, damaged, or shall be condemned or requisitioned for a period exceeding its Expiration Date by any governmental authority (any such occurrence being called a Casualty and the item of Equipment so affected a Casualty Item), Lessee shall promptly and fully inform Lessor thereof in writing. Within 30 days after such Casualty, Lessee shall either repair the Casualty Item or substitute therefor equipment having at least equivalent value and utility, as reasonably determined by Lessor, or pay the Stipulated Loss Value thereof if provided in the Schedule for such item. Substitution shall be accomplished by Lessee providing to Lessor a bill of sale conveying good and marketable title to the substitute equipment, free and clear of all liens and such other documentation as Lessor shall reasonably require. Until the Equipment is surrendered to Lessor pursuant hereto, Lessee will maintain, at Lessee's sole expense, all risk insurance in at least the amount of the replacement cost of the Equipment and liability insurance on an occurrence basis (not claims made) in the amount of \$5,000,000, in every case (i) naming Lessor and its assignee(s) as loss payees and additional insureds, (ii) requiring 30-day prior written notice to Lessor and its assignee(s) of cancellation by the insurance company, and (iii) in all other respects in form and substance satisfactory to Lessor in its sole discretion. With respect to any Schedule covering over-the-road tractor or trailer equipment liability insurance shall include general comprehensive and automobile liability coverage.

10. SURRENDER OF EQUIPMENT; HOLDING OVER. Lessee shall give 90 days written notice to Lessor prior to Expiration Date of its intention to terminate any Schedule. Lessee shall surrender the Equipment to Lessor on the Expiration Date, immediately on request by Lessor if an Event of Default has occurred and is continuing, or on such other date as may be applicable. The Equipment shall be surrendered to Lessor at the location of original acceptance by Lessee or other location as mutually agreed to by Lessor and Lessee. Upon

such delivery to, inspection by, and written acceptance of Equipment by Lessor, risk of loss shall pass to Lessor and the Schedule shall terminate with respect to the Equipment so surrendered, except for any unfulfilled Lessee obligations hereunder. In the event that Lessee fails to give 90 days prior written notice and surrender the Equipment on the Expiration Date, the Schedule shall continue, at Lessor's option, and Lessee shall pay rent in the amounts and at the intervals equivalent to the Basic Rent and Payment Dates in the period immediately prior to the Expiration Date.

11. TAXES; COMPLIANCE WITH LAW.

(a) **Monetary Responsibility.** Lessee shall have monetary responsibility hereunder for all Imposts and agrees to timely pay the same, and will hold Lessor harmless on an after-tax basis calculated in accordance with Section 16 (c) (ii) from and against any such Impost. Lessee shall reimburse Lessor within thirty days of Lessor's written notice thereof for any Impost paid by Lessor. The two preceding sentences shall be applicable whether any payment, filing, return, or other paperwork relating to such Impost is made, formally or informally, or not made, by Lessee, Lessor, or any other person or entity. "Impost" shall mean (i) all taxes, assessments, levies, fees and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time prior to or during the Term, imposed or levied upon or assessed against (A) the Equipment, (B) any Basic Rent or other sum payable hereunder or (C) this Agreement or the leasehold interest created herein, or which arise in respect of the operation, possession or use of the Equipment; (ii) all sales, use, value added, rental, gross receipts or similar taxes imposed or levied upon, assessed against or measured by any Basic Rent, or other sum payable hereunder; and (iii) all penalties and interest with respect to any item set forth in clause (i) or clause (ii) of this sentence for which the Lessee is responsible. "Impost" shall not include: (i) United States Federal income tax liability; (ii) any amount imposed on or measured by net income or any franchise or similar taxes of doing business imposed on capital or net worth imposed by any state, local or foreign government or taxing authority or subdivision thereof; (iii) any amount that is imposed as a result of the sale transfer or other disposition by the Lessor of any of its rights with respect to the Equipment unless such sale, transfer or other disposition is a direct consequence of an Event of Default; and (iv) any estate or inheritance taxes.

(b) **Filings; payments accompanying filings.** Unless otherwise agreed in writing, in case any report or return is required to be filed with respect to any obligation of Lessee under this Section 11 or arising out of this Section 11, Lessee will timely make such report or return in such manner as will show the ownership of the Equipment in Lessor, or, where Lessee is not permitted by law to file, will notify Lessor of such requirement and make such report or return in such manner as shall be satisfactory to Lessor within a reasonable time prior to the time such report or return is to be filed by Lessor. Notwithstanding the foregoing, unless Lessee shall have provided Lessor with a valid direct pay permit, or other valid authorization from the relevant taxing authority, any return including Imposts which are in the nature of sales, use, rental, or value-added taxes will be filed by Lessor, who shall be reimbursed for the payment of such Imposts to the extent Lessee is liable under this Section 11.

(c) **Information; contest.** Lessee shall provide Lessor with (i) any information Lessor may reasonably request to enable Lessor to fulfill any tax filing obligations and with (ii) copies of all filed documents (including, with respect to ad valorem, property or similar taxes, any rendition, similar document, or request for revaluation of assessment) and evidences of payment with respect to any filings or payments made by Lessee, in each case regarding the Equipment or this Agreement. If any Impost may legally be paid in installments, Lessee may pay same in installments; provided, any Impost assessed, levied or imposed during the Term shall be paid in full by Lessee prior to the Expiration Date. Lessee shall not be required to pay or discharge any claim or demand referred to in this Section imposed in the name of Lessee, so long as the validity or the amount thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner except that Lessee shall take all steps necessary to avoid the forfeiture, attachment, foreclosure, seizure, confiscation or sale of the Equipment.

(d) **Ownership.** Except as stated in any Schedule, all tax benefits, deductions or credits arising out of ownership of the Equipment are and shall remain vested in Lessor.

12. INDEMNIFICATION. Lessee understands that the Basic Rent to be

Lease Plan D

charged by Lessor under the Schedule is less than it would otherwise be because Lessee is assuming certain risks and payments. In furtherance thereof, Lessee agrees to pay, and shall protect, indemnify, defend and save harmless Lessor and every assignee of Lessor on an after-tax basis calculated in accordance with Section 16(c)(ii) from and against all liability, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (i) injury to or death of any person, or damage to or loss of property, from the ownership, management, control, use, possession, operation, storage, leasing, subleasing of, relocations of, or any defect in, the Equipment (latent or otherwise, discoverable or otherwise, or asserted under any "strict liability" theory or otherwise), (ii) any breach of this Agreement, and (iii) any damage to the premises wherein the Equipment may be located caused by the installation, use or removal thereof; provided, however, the foregoing indemnity shall not apply to matters accruing solely prior to the time when Lessee has possession or control of the Equipment or after the time when Lessee has surrendered the Equipment pursuant to Section 10 hereof and risk of loss has passed to Lessor. The foregoing indemnification shall commence immediately, and shall continue in full force and effect notwithstanding the termination or expiration hereof. "Equipment," as used in this Section 12, includes equipment which has not been formally accepted in writing by Lessee under a Schedule, it being intended that this Section shall apply to any equipment owned by Lessor and used by Lessee regardless of the formal documentation thereof. The foregoing indemnification is not for the benefit of any Manufacturer and Lessee retains all rights against each Manufacturer.

13. EVENTS OF DEFAULT; REMEDIES.

(a) An Event of Default shall have occurred: (i) if Lessee shall fail to pay any monies due hereunder by the earlier of (A) ten days after the due date thereof or (B) 5 days after written notice; (ii) if Lessee fails to perform any non-monetary covenant and such failure continues for 15 days after written notice; (iii) without notice if proceedings are instituted by Lessee, or after 60 days if proceedings are instituted against Lessee and not terminated during such time, in each case: under any provision of Title 11 of the United States Code, insolvency laws or similar laws relating to the relief of debtors, or if Lessee makes an assignment for the benefit of creditors, or if a receiver, trustee or custodian or similar official for Lessee or for all or any substantial part of its assets shall be appointed; (iv) without notice if the Equipment or any sum due hereunder becomes subject to any Lien; (v) without notice if the guarantor, if any, defaults under any provision of its guaranty; or (vi) without notice if Lessee attempts to assign its rights and obligations under this Agreement, which assignment shall be void.

(b) Upon the occurrence of any Event of Default or at any time thereafter, Lessor may without any further notice exercise one or more of the following remedies, as Lessor shall in its sole discretion elect: (i) terminate this Agreement as to any or all items of Equipment; (ii) declare the entire amount of unpaid rent, whether then due or to become due, and any other amount payable by Lessee under this Agreement, immediately due and payable and recover damages for unpaid rent as hereinafter provided; (iii) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment without any liability to Lessee, or, rather than take possession of the Equipment, render any and all of the Equipment unusable while removing it from the premises, again without liability to Lessee; (iv) proceed by appropriate action either at law or equity to enforce performance by Lessee of its obligations under this Agreement and to recover damages for the breach thereof; (v) sell or lease the Equipment or any part thereof at public auction or private sale or lease at such time or times upon such terms as Lessor may determine, free and clear of any rights of Lessee, and if notice thereof is required by law, any notice in writing of any such sale or sales by Lessor to Lessee not less than 5 days prior to the date thereof shall constitute reasonable notice thereof; and (vi) exercise any and all rights accruing to a Lessor under applicable law upon default by Lessee. None of the remedies hereunder is deemed to be exclusive, but each shall be cumulative and in addition to any other remedies referred to herein or otherwise available to Lessor in law and equity. The repossession or subsequent sale or lease by Lessor of any item of Equipment shall not bar an action for deficiency as herein provided and the bringing of an action or the entry of judgment against the Lessee shall not bar the Lessor's rights to repossess any or all items of Equipment.

(c) Lessor shall be entitled to recover immediately, as liquidated damages for unpaid rent and not as a penalty, a sum equal to the aggregate of

the following: (i) All rentals or other sums due and owing for any item of Equipment up to the date of re-delivery to or repossession by Lessor; (ii) Any expenses and losses incurred by Lessor in connection with the repossession, holding, repair, subsequent sale or lease, or disposition of the Equipment, including reasonable attorney's fees if collected by law or through an attorney at law or upon advice therefrom; (iii) The Stipulated Loss Value for any item of Equipment which Lessee fails to return to Lessor as provided above, or converts or destroys or which Lessor is unable to repossess; and (iv) The Stipulated Loss Value for any item of Equipment returned to Lessor less (A) the present value of the proceeds of reletting the Equipment for the remaining term of the Agreement or (B) if the Equipment is sold, the net proceeds of such sale. Any release will be at sole discretion of the Lessor.

Present value shall be computed on the basis of a discount rate equal to the sum of two percent (2%) per annum plus the Prime Rate as published in the Wall Street Journal on the date of computation. For relettings, discount rates will be compounded on the respective dates on which rents will be payable.

14. **SEPARABILITY; BINDING EFFECT.** Each provision hereof shall be independent and the breach of any provision by Lessor shall not discharge or relieve Lessee from its obligations to perform each and every covenant to be performed by Lessee hereunder. If any provision hereof or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Lessor may sell the Equipment and/or assign the Schedule and all sums due hereunder, in whole or in part, at any time and from time to time, in its sole discretion. Lessee agrees to cooperate with Lessor in respect thereto and to furnish such documents as may be reasonably requested by Lessor or its assignee(s) including, but not limited to, opinions of counsel, acknowledgments of assignment, and certificates of incumbency and authority. All provisions hereof shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Lessor and Lessee to the same extent as if each such successor and assign were named as a party hereto. This Agreement and the Schedule constitute the entire agreement between Lessor and Lessee with respect to the Equipment and may not be changed, modified or discharged except in writing. Lessee agrees that any time, and from time to time, after the execution and delivery of this Agreement, it shall, upon request of Lessor, execute and deliver such further documents and do such further acts and things as Lessor may reasonably request in order to fully effect the purposes of this Agreement, including but not limited to, providing information or documents relating to the status, location and use of the Equipment and executing such UCC-1 lease notification statements as Lessor may reasonably request in order to perfect Lessor's rights hereunder.

15. **PURCHASE AUTHORIZATION.** With respect to any equipment as to which Lessee and Lessor have executed a letter of intent, proposal or similar agreement outlining the cost, rent, term and other provisions, and providing for such equipment to be leased under a Schedule hereto, whether or not subject to contingencies or conditions precedent or subsequent as to the equipment, documentation, or otherwise, Lessee agrees that: (a) Lessor may order such equipment from a manufacturer or vendor thereof in Lessor's own name, with or without a copy of this Section 15 attached to such order and (b) in such case, Lessee will indemnify and hold Lessor harmless from and against (i) all claims, actions and/or demands of said manufacturer or vendor resulting from any cancellation, termination, or modification of said purchase order in the event the leveraged lease financing of said equipment contemplated by the letter of intent, proposal or similar agreement is not consummated, and (ii) Lessor's reasonable attorneys' fees and expenses in connection therewith. Lessor and Lessee intend this indemnity to be applicable between them and immediately effective whether or not any Schedule hereto is finally executed and delivered.

16. INCOME TAX INDEMNITY-LESSEE'S ACTS OR OMISSIONS.

(a) **Indemnity.** In entering into this Agreement, Lessor has assumed that it is entitled to depreciation deductions for Federal income tax purposes under the most accelerated method described in the Internal Revenue Code of 1986, as amended (the "Code"), over the shortest depreciable life (recovery period) allowed thereby and based upon 100% of the Lessor's Cost of the Equipment (the "Depreciation Deduction"). If, (i) as a result of an act, omission or election (including without limitation, substitution, replacement, termination or the exercise of any option hereunder) of Lessee or any sublessee, assignee, or other lawful user of the Equipment, or the incorrectness of any warranty or

Lease Plan \square

representation by Lessee herein, Lessor, in determining its Federal income tax liability for any taxable year, shall lose, shall not have, shall lose the right to claim, or shall suffer a disallowance or recapture of, or delay in claiming, all or any portion of the Depreciation Deduction or if, (ii) for Federal Income tax purposes, any item of income, loss or deduction with respect to the Equipment is treated as derived from sources outside the United States, or if (iii) there shall be included in Lessor's gross income for Federal income tax purposes any amount on account of any addition, modification or improvement to or in respect of the Equipment (an "Inclusion") (the matters stated in clauses (i) (ii) and (iii) being referred to a "Tax Loss"), Lessee shall pay to Lessor within 30 days of Lessor's invoice an amount which, after deduction of all taxes required to be paid by Lessor as a result of Lessor's receipt of such payment, will maintain Lessor's after-tax economic yield in respect of the Equipment at the same level that would have been available if such Tax Loss had not occurred, plus penalties and interest payable in connection with such Tax Loss. For purposes of this Section 16, Tax Loss shall not include an amount attributable to the application of the Federal alternative minimum tax to the Lessor.

(b) **Timing of Tax Loss.** A Tax Loss shall be deemed to occur upon the earliest of (i) the filing of any tax return, including any statement of estimated tax, in which Lessor reasonably and in good faith takes the position that a Tax Loss has occurred, (ii) the receipt by Lessor from the Internal Revenue Service of notice of proposed adjustments to Lessor's tax returns which adjustments are based upon the occurrence of a Tax Loss, or (iii) the determination by a court of competent jurisdiction that a Tax Loss has occurred.

(c) **Calculation of Indemnity.** (i) All calculations of Lessor's after-tax economic yield with respect to a Tax Loss under this Section shall be determined using the highest marginal Federal corporate income tax rate effective on the Commencement Date of each Schedule. (ii) All calculations regarding the amount of any additional taxes payable by Lessor as a result of Lessor's receipt of any payment hereunder, or of any inclusion will be determined on the basis of the assumptions that Lessor will be subject to the highest marginal Federal corporate income tax rate effective on the date of such payment.

(d) **Representation.** Lessee assumes no risk as to whether this Lease will constitute a "true lease" for Federal or State income tax purposes except as a result of Lessee's misrepresentation or breach of covenant herein. Lessee represents and warrants that it will not assert tax, accounting or legal positions indicating or implying that Lessee is the owner of the Equipment for Federal income tax purposes.

17. **DEFINITIONS.** The phrases used in the text in parentheses and each of the following definitions apply throughout this Agreement. "Alterations" are modifications, alterations or additions to the Equipment, provided each (i) is required or permitted by the Manufacturer, (ii) is necessary or desirable for the maintenance or improvement of the Equipment, and (iii) does not reduce the value or impair the capabilities or efficiency of the Equipment. "Equipment" refers to the items named on each Schedule, all attachments and accessions now and hereafter made thereon, and all substitutions and replacements therefor. Any separately identifiable item leased hereunder is referred to as Equipment and references to "Equipment" mean all the Equipment and each item of Equipment. "Hereunder," "under this Agreement," or similar phraseology means pursuant to the terms of this instrument together with the applicable

Schedule now or hereafter outstanding at any time and from time to time. "Lessor's Cost" means the total amount paid by Lessor or any assignee to purchase the Equipment, including without limitation amounts paid to vendors, liabilities assumed with or without recourse, taxes fees and charges whether or not capitalized or capitalizable, and all other direct out of pocket expenses related to the acquisition of any particular item(s) of Equipment. "Lessee" includes any corporation succeeding the name Lessee by consolidation, merger or acquisition of its assets substantially as an entity. "Lien" means any charge, lien, security interest or encumbrance made or suffered by Lessee or which results from the failure of Lessee to perform its covenants hereunder unless the validity or the amount thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and so long as Lessee shall be taking all steps necessary to avoid the forfeiture, attachment, foreclosure, seizure, confiscation or sale of the Equipment. "Stipulated Loss Value" for an item of Equipment means the amount determined by multiplying the Lessor's cost for such item by the percentage specified on the applicable Schedule opposite the Payment Date for Basic Rent then due; provided, for the purpose of Section 13, Stipulated Loss Value shall mean the foregoing amount or, if none be so stated, the present value of all remaining rents and the Lessor's reasonable anticipated residual value, discounted at 8%. "Written" notice or approval includes telegraph, telex, mailgram and facsimile or telecopy.

18. **MISCELLANEOUS.** If provided by Lessor, Lessee will affix a decal to the Equipment. This Agreement or a copy hereof may be filed by Lessor as a lease notification statement under any applicable Uniform Commercial Code ("UCC"). Lessor may execute UCC lease notification statements on behalf of Lessee and may file same in appropriate offices determined under the UCC (provided such statements shall relate only to notice of lease of the Equipment hereunder). This is a contract of lease only and nothing herein shall give Lessee any interest in the Equipment other than its leasehold as specifically set forth herein. Lessor may refer to Lessee as a customer in any generic list thereof. Lessee agrees that from time to time Lessor (or its authorized representatives) may inspect the Equipment during normal business hours upon reasonable notice. Lessee agrees to provide on written request such financial information as it provides its stockholders or files with any governmental authority, except the Internal Revenue Service and state income tax authorities. If Lessee fails to comply with its covenants herein, the Lessor may but shall not be obligated to make advances to perform the same. All sums so advanced and all sums not paid when due hereunder shall be payable to the Lessor upon demand with interest so far as lawful at 1-1/2% per month, or at the highest maximum rate permitted by law, whichever is less.

19. **GOVERNING LAW; CAPTIONS.** This Agreement shall be governed by the laws of the State of Georgia. The captions of the Sections have been inserted for convenience only and are not to be used in the interpretation of the Agreement.

20. **RIDERS.** Any Riders attached to this Agreement are incorporated herein by this reference and the terms of such Riders shall prevail over the terms of this Agreement in case of conflict.

21. **QUIET ENJOYMENT.** So long as no default has occurred and is continuing, neither Lessor nor any party claiming by, through or under Lessor shall interfere with the possession, use and quiet enjoyment of the Equipment by the Lessee during the Term applicable to such Equipment.

LEASE PLAN U.S.A., INC.
(Lessor)

By: Daniel F. King
Title: President

CHAMPION INTERNATIONAL CORPORATION
(Lessee)

By: Lowell Petty
Title: MOBILE EQUIPMENT PURCHASING MGR

SCHEDULE

ORIGINAL

Schedule: 93-2

Dated: October 15, 1993

to Master Lease Agreement dated February 25, 1993.

Control No. 2912

This Schedule is entered into between Lease Plan U.S.A., Inc., Lessor, and Champion International Corporation, Lessee. Capitalized Words herein have the meaning defined in the Master Lease Agreement referred to above, which is incorporated herein in its entirety by this reference as if set forth in full. The intention of the parties is to create a lease between themselves for the equipment described herein (the "Equipment") on conditions set forth herein and in the referenced Master Lease Agreement.

EQUIPMENT DESCRIPTION

<u>No. Items</u>	<u>Manufacturer</u>	<u>Equipment</u>	<u>Lessor's Cost</u>
18	1981 Ortner	K-340 Railcars	\$33,000.00 each

RENT AND PAYMENT DATES

Commencement Date: Date of Lessee's Certificate of Acceptance.

Expiration Date: The 25th of the month after the month on which the 120th Payment of Basic Rent is made.

First Rent Date: The twenty-fifth day of the quarter following the month in which the last Commencement Date occurs.

Basic Rent: On each Payment Date, for each item of Equipment, an amount equal to Lessor's cost multiplied by 1.152% , plus, on the First Rent Date, a pro rata amount of the initial Basic Rent for the number of days from and including the Commencement Date to and including the First Rent Date.

Payment Dates: Twenty-fifth day of each month, beginning with the First Rent Date as the first and continuing thereafter until all payments have been made.

Adjustment of Basic Rent: The Basic Rent set forth above has been based on Lessor's cost of financing ("Financing Rate") for this Schedule the rate is based on 8 1/4% July 1998 Treasury Bills at 5.06%. Should the actual Financing Rate, on the earlier of debt placement or the last day of the calendar quarter following the quarter in which the First Rent Date occurs, be different (either up or down), the Basic Rent percentage shall be adjusted accordingly; for every full increase/decrease in the Financing Rate by twenty-five (25) basis points (0.0025), the Basic Rent percentage shall be increased/decreased by .0001 for months one through one-hundred and twenty.

Delivery Location:)	
)	
Principal Place)	
of Garaging:)	To be stated on Lessee's Certificate
)	of Acceptance
Registration and)	
Titling:)	

STIPULATED LOSS VALUE

Basic Provision. In lieu of substitution for a Casualty Item, Lessee may pay Lessor the Stipulated Loss Value, as computed and described per Table A. At such time as a Casualty shall occur with respect to Equipment as to which the Lessee desires to pay the Stipulated Loss Value, Lessee shall notify Lessor thereof within 30 days, and shall pay to Lessor on the Payment Date next following the Casualty, in addition to the Basic Rent then due, an amount equal to the Stipulated Loss Value of such Equipment. In such an event, Lessee shall continue to pay the Basic Rent applicable to such Equipment until the Payment Date on which Lessor receives payment in full of the Stipulated Loss Value of such Equipment, whereupon Lessee's obligations to pay Basic Rent with respect to such Equipment shall terminate.

EARLY BUYOUT OPTION

So long as no Default or Event of Default shall have occurred and be continuing, Lessee shall have the option to purchase all but not less than all of the Equipment by giving the Lessor 90 days advance written notice on the 96th payment date (the "Option Date") of Lessee's intention to purchase the Equipment. In the event that Lessee desires to exercise this option, Lessee shall do by purchasing, for cash, all but not less than all of the Equipment for twenty percent (20%) of original Lessor's Cost or Fair Market Value whichever is greater.

FAIR MARKET VALUE PURCHASE OPTION

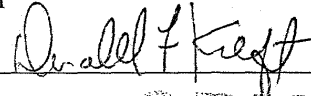
So long as no Default or Event of Default shall have occurred and be continuing, Lessee shall have the option to purchase any of the Equipment on the twenty-fourth day of the month after the month in which the last Payment of Basic Rent is made (the "Option Date") for its then Fair Market Value. In the event that Lessee desires to exercise this option, Lessee shall do so by notice in writing to Lessor not less than (90) days prior to the Option Date specifying the price for which it is offering to purchase such Equipment; otherwise such option shall expire. If Lessor accepts an offer, Lessor and Lessee shall consummate such sale on said Option Date. If Lessor rejects such offer, then each party shall appoint a qualified appraiser, and the two (2) appraisers so appointed shall appoint a third appraiser. Fair Market Value shall then be the arithmetic average of the three (3) Fair Market Values determined separately by each of the three appraisers. Following such appraisal, Lessee shall, at its option, purchase the Equipment for the Fair Market Value as provided above. In the event Lessee shall elect not to exercise its option to purchase the Equipment at the Fair Market Value as determined by the arithmetic average

of the three (3) appraisals, Lessee shall inform Lessor in writing of its decision and surrender the Equipment in accordance with the applicable provisions of this Schedule and the Master Lease Agreement. If Lessee shall elect to exercise its option to purchase the Equipment at such Fair Market Value, unless Lessor shall otherwise agree in writing, payment in full of the amounts to be paid to Lessor shall be made, in cash, on or prior to the date such sales are consummated. Lessor and Lessee shall each pay one-half of the cost of any appraisal. Lessee shall pay on the date of sale in addition to the Fair Market Value, pro rata rent for the period between the Expiration Date and the date of sale, at the rate in effect for the one-period just preceding the Expiration Date it being understood that this Lease is to be in full force and effect during the period with respect to which pro rata rent is payable, as well as any extension period in all respects.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Schedule to be duly executed and delivered, as of the date noted above.

LEASE PLAN U.S.A., INC.

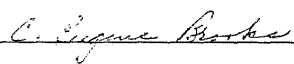
as Lessor

By: 

Title: President

CHAMPION INTERNATIONAL CORPORATION

as Lessee

By: 

Title: MATERIALS MANAGER

EXHIBIT 3

BILL OF SALE

LEASE PLAN U.S.A., INC. ("Lease Plan"), in consideration of the covenants and conditions contained in that Non-Recourse Assignment of Lease Schedule (the "Assignment Agreement"), of even date herewith, entered into between Lease Plan and MetLife Capital Limited Partnership, a Delaware limited partnership ("MetLife"), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and convey and has delivered unto MetLife, its successors and assigns, all of Lease Plan's right, title and interest in and to the herein described personal property (the "Equipment"), to have and to hold unto MetLife and its successors and assigns forever. The Equipment is described as follows:

Eighteen (18) 1981 Ortner K-340 Railcars

MetLife shall have the full benefit of the representations and warranties made and the remedies granted by Lease Plan in the Assignment Agreement with respect to the Equipment. LEASE PLAN MAKES NO OTHER WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF THE EQUIPMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, OTHER THAN AS SET FORTH IN SUCH ASSIGNMENT AGREEMENT.

In consideration whereof, Lease Plan has caused this Bill of Sale to be executed on its behalf by its duly authorized officer on this _____ day of _____, 19__.

LEASE PLAN, U.S.A., INC.

By _____

(print name and title)

[ADD NOTARY IF REQUIRED UNDER STATE
LAWS WHERE EQUIPMENT IS LICENSED.]

TABLE "A"
STIPULATED LOSS VALUES
CHAMPION INTERNATIONAL CORP., SCHEDULE 93-2

Payment Number	Percentage of Lessor's Cost	Payment Number	Percentage of Lessor's Cost	Payment Number	Percentage of Lessor's Cost
1	105.667	46	82.752	91	47.127
2	105.328	47	82.093	92	46.208
3	104.984	48	81.427	93	45.280
4	104.633	49	80.758	94	44.354
5	104.268	50	80.081	95	43.420
6	103.897	51	79.398	96	42.478
7	103.511	52	78.708	97	41.538
8	103.120	53	78.014	98	40.590
9	102.723	54	77.313	99	39.633
10	102.312	55	76.608	100	38.670
11	101.895	56	75.896	101	37.708
12	101.472	57	75.177	102	36.738
13	101.034	58	74.454	103	35.770
14	100.590	59	73.723	104	34.793
15	100.141	60	72.986	105	33.808
16	99.684	61	72.244	106	32.825
17	99.218	62	71.495	107	31.834
18	98.746	63	70.739	108	30.834
19	98.264	64	69.976	109	29.835
20	97.776	65	69.208	110	28.828
21	97.283	66	68.433	111	27.813
22	96.779	67	67.654	112	26.790
23	96.270	68	66.868	113	25.783
24	95.754	69	66.074	114	24.768
25	95.229	70	65.275	115	23.769
26	94.697	71	64.469	116	22.762
27	94.159	72	63.655	117	21.746
28	93.614	73	62.837	118	20.746
29	93.063	74	62.012	119	19.738
30	92.506	75	61.178	120	18.721
31	91.943	76	60.337		
32	91.373	77	59.495		
33	90.797	78	58.646		
34	90.215	79	57.795		
35	89.626	80	56.937		
36	89.031	81	56.070		
37	88.430	82	55.203		
38	87.822	83	54.327		
39	87.207	84	53.444		
40	86.586	85	52.559		
41	85.961	86	51.667		
42	85.330	87	50.766		
43	84.695	88	49.858		
44	84.053	89	48.952		
45	83.404	90	48.039		

EXHIBIT 5

LIMITED POWER OF ATTORNEY

The undersigned, LeasePlan U.S.A., Inc. ("LeasePlan"), entered into that certain Non-Recourse Assignment of Lease Schedule (the "Assignment Agreement"), dated February 25, 1993, whereby LeasePlan sold, conveyed and assigned to MetLife Capital Limited Partnership, a Delaware limited partnership ("MetLife") all of its right, title and interest in and to, inter alia, the following described equipment (the "Equipment"):

Eighteen (18) 1981 Ortner K-340 Railcars

LeasePlan further evidenced its conveyance of the Equipment to MetLife by executing and delivering to MetLife a Bill of Sale, dated _____, 19____.

Under the Assignment Agreement, LeasePlan made certain representations and warranties with respect to the Equipment and either the filing of UCC financing statements or, if the Equipment is titled motor vehicle equipment, the manner in which ownership of the Equipment would be indicated on its certificate of title. It was agreed by the parties that MetLife should have the power and authority to take any actions and execute and file any documents or instruments necessary to evidence MetLife's interest in the Equipment.

Based on the above considerations, and other due and valuable consideration the receipt of which is hereby acknowledged, LeasePlan hereby appoints MetLife its true and lawful attorney-in-fact to act in LeasePlan's name, place and stead, and for LeasePlan's use and benefit, to sign, execute, deliver, file and record all documents and instruments, and to take any and all actions necessary, to cause any and all UCC filings or certificates of title, registration, licensing and related documents with respect to the Equipment to reflect MetLife's ownership interest in the Equipment in such manner as MetLife deems proper.

LeasePlan hereby indemnifies MetLife for all costs, expenses and fees, including reasonable attorneys fees, arising from or related to actions taken pursuant to this Limited Power of Attorney.

This Limited Power of Attorney is coupled with an interest and may not be terminated, canceled, or rescinded, and continues in full force and effect, until such time as all of the acts and deeds necessary to accomplish the above have been completed, or until such time that MetLife no longer has and interest in or to the Equipment.

This Limited Power of Attorney shall empower MetLife, its officers, agents, employees, successors and assigns.

IN WITNESS WHEREOF, LeasePlan executes this Limited Power of Attorney as of this ____ day of _____, 19____.

LEASEPLAN U.S.A., INC.

Attest:

By _____

By _____

(print name and title)

(print name and title)

[ADD APPLICABLE NOTARY BLOCK]

EXHIBIT 6

Schedule "B"

Schedule "B" to Non-Recourse Assignment of Lease Schedule dated February 25, 1993 between MetLife Capital, Limited Partnership (Assignee) and Lease Plan U.S.A., Inc. (Assignor).

RESIDUAL SHARING CALCULATIONS

1. Assignee will receive, solely for its own account, the first 15 % of the original equipment cost of the Equipment covered by the above described Non-Recourse Assignment of Lease Schedule (Equipment).
2. Proceeds exceeding the amount described in paragraph 1 above shall be divided 50 % to Assignee and 50 % to Assignor.
3. The sales proceeds from the sale of the Equipment and/or all rental payment for lease shall be paid directly to Assignee and subject to the terms and conditions of that Re-Marketing Agreement (the "Re-Marketing Agreement), dated as of August 1, 1993, by and between Assignor and Assignee. Assignee shall pay Assignor its residual share promptly upon receiving notice from Assignee's bank that the sales proceeds or the first rental payment on an extension, renewal or new lease have been collected in good funds, all in accordance with the terms and provisions of the Re-Marketing Agreement.

METLIFE CAPITAL, LIMITED PARTNERSHIP
By MetLife Capital Corporation

LEASE PLAN U.S.A., INC.

By _____

(print name and title)

By _____

(print name and title)

Lessee Name: _____
Master Lease No.: _____ Lease Schedule No.: _____